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AT&T Counsel Richard Meade's 11.28.95 Certification to the NJFDC
Conclusively Concedes what the Agreed upon Terms and Conditions
Were for Section 2.1.8. There was No Controversy or Uncertainty by 1996.

March 16, 2016

Mr Brown

1) Only one page of AT&T counsel Richard Meade's November 28th 1995 Certification to NJFDC Judge Politan had been uploaded to the FCC server and petitioners would like to add additional pages to the record.

2) **Here as exhibit A** are additional pages that are relevant to support the position of the FCC's Jan 12th 2007 Order. The FCC's 2007 order determined that the question of which obligations transfer under 2.1.8 was not a controversy in 1995. In 1995 it was not a controversy or uncertainty that 2.1.8 was the transfer section and it was not a controversy as to the allocation of obligations on a traffic only transfer. The only controversy in 1995 was does the tariff in general allow what NJFDC Judge Politan called "fractionalization," i.e. a traffic only transfer. After AT&T counsel Meade's November 28th 1995 **forced** certification by Judge Politan, Judge Politan had perfect clarity as to the terms and conditions of section 2.1.8. When AT&T replaced the single page Tr8179 with a ½ inch thick Tr9229 filing, which Judge Politan referred to as the "morass" filing he demanded AT&T counsel in certification form advise how the Tr9229 impacted the case.

March 1996 Decision...page 12

"Richard Meade, a Senior Attorney with defendant AT&T Corp.' (id. at para 1),
"did not understand the Court's reference of this issue to the FCC to mean that
the Court was relying on Transmittal No. 8179 to resolve the issue." Id. At
para 12. Such a misunderstanding --by a party's senior counsel ---gives the Court
pause, especially so in light of the revised transmittal filed by AT&T. It appears

that, rather than attempting to resolve the fractionalization issue sub judice in an expedited manner, AT&T decided to air all of its concerns at this time with the FCC. **Apparently, somewhere in the morass which is Transmittal No. 9229 can be found the issue of fractionalization,** although this Court is at a loss as to its exact location is a submission which more than half inch thick, and has neither a table of contents nor an index. (See Supplemental Certification of Richard R. Meade, Ex A)”

3) All Judge Politan needed to understand from the Meade certification was his statement that the 2.1.8 change was prospective.

Judge Politan forced Meade in **1996** to certify whether Tr9229 was a prospective tariff change and if it answered his Courts Fractionalization question.

Meade Certification See pg.7 para 15 Meade cert.

“On October 26th 1995, AT&T Corp. filed Tariff Transmittal No 9229 with the FCC. Transmittal No 9229 addresses the problem implicated in the CCI-PSE transfer--- **the segregation of assets (locations) from liabilities (plan commitments)** --- in the following manner.

Meade Certification (Meade certification pg.7 para 16)

“The Deposit for Shortfall Charges included in **Transmittal No. 9229** is a “**new concept**” that meets AT&T's business concern more directly, without addressing the question of **intent**. Because this is new, it will apply only to newly ordered term plans, and so would **not be determinative** of the issue presented on the **CCI/PSE transfer**.

4) The FCC in 2003 recognized that NJFDC Judge Politan, and both plaintiffs and defendants clearly understood that 2.1.8 allowed traffic only transfers. It was also understood that on a “traffic only” transfer the non-transferred plan must retain the Customer of Record revenue and time commitments and their associated obligations for shortfall and termination liability. The FCC’s Jan 12th 2007 Order correctly determined that there was no controversy or uncertainty regarding the terms and conditions of section 2.1.8. Therefore the FCC determined NJFDC Judge Bassler’s 2006 referral on which obligations transfer under 2.1.8 “did not expand the scope” of the original Third Circuit Referral which unfortunately referred a 1995 fraudulent use controversy that by the March 5, 1996 decision was no longer a controversy or uncertainty.

5) AT&T counsel Meade's certification at **Exhibit A** details AT&T's attempt to retroactively change section 2.1.8 by filing on February 16th 1995 its Tr.8179 Substantive Cause Pleading.

6) Mr Meade concedes the Commission was going to reject Tr8179 and details the background of why Tr8179 was replaced with Tr9229. Tr. 9229 became the security deposit against potential shortfall as the **former customer of the transferred locations** needed to post a security deposit when substantial locations were transferred away.¹

7) The calculation to figure out the former customer's security deposit was based upon comparing the revenue remaining on the non-transferred plans after the location transfer with the revenue commitment. Obviously the Tr9229 tariff page indicates the revenue commitment does not transfer on a traffic only transfer as AT&T counsel Meade certified. **Here as Exhibit B** is the Tr9229 tariff pages that **prospectively** changed section 2.1.8 to add security deposits against potential shortfall. The CCI to PSE and the Inga Companies to PSE traffic only transfers were both grandfathered.

8) The November 28, 1995 Meade certification along with extensive testimony from CCI's president Mr Shipp and the 4 Inga Companies president Mr Inga and AT&T's own counsel Frederick Whitmer that NJFDC Judge Politan used in understanding the terms and conditions of section 2.1.8.

9) After Meade's certification it led to the March 1996 injunction where Judge Politan determined AT&T's sole defense of fraudulent use, was the real fraud, because the plans were all pre June 17th 1994 exempt from shortfall and termination charges. Mr. Inga provided Judge Politan with extensive testimony both written and during the hearing regarding how CSTPII/RVPP plans can be discontinued without liability as an "upgraded and restructured overall commitment," with another term assumption starting date.

A) Judge Politan: "Commitments and shortfalls are little more than **illusionary concepts** in the reseller industry—concepts which constantly undergo renegotiation and restructuring. The only "tangible" concern at this juncture is the service AT&T provides. The Court is satisfied that such services and their costs are protected. To the extent however that **AT&T's demand for fifteen million dollars' security is premised on the danger of shortfalls,** the Court finds that threat neither pivotal to the instant injunction **nor properly substantiated by AT&T.** March 1996 Politan Decision (page 19 para 1)

¹ Both the CCI to PSE traffic only transfer of Jan 13th 1995 and the Inga Companies to PSE traffic only transfer to PSE of Jan 31st 1995 were never denied within 15 days as per section 2.1.8. AT&T has disputed this fact in reference to the CCI-PSE traffic only transfer but AT&T never denied the Inga to PSE traffic only transfer.

B) Judge Politan: “Suffice it to say that, with regard to **pre-June, 1994 plans**, methods exist for defraying or erasing liability on one plan by transferring or subsuming outstanding commitments into new and better plans pursuant to AT&T’s own tariff.” May 1995 NJFDC Decision pg. 11

C) Judge Politan: “In answer to the court’s questions at the hearing in this matter, Mr. Inga set forth certain methods for restructuring or refinancing by which resellers can and do **escape termination and also shortfall charges** through renegotiating their plans with AT&T.” May 1995 NJFDC Decision pg. 24

10) March 1996 Judge Politan Decision Page 16 para 1:

The Court finds nothing in the Tariff F.C.C. No. 2 which prevents fractionalization, and contemplates a like finding by the F.C.C. Clearly, therefore, plaintiffs have established a strong likelihood of success on the merits.

11) Therefore the sole defense of fraudulent use which was premised on the danger of suspecting shortfalls has been denied by Judge Politan’s as having zero merit as it was not substantiated by AT&T:

“To the extent however that AT&T’s demand for fifteen million dollars’ security is **premised on the danger of shortfalls**, the Court finds that threat neither pivotal to the instant injunction **nor properly substantiated by AT&T**. March 1996 Politan Decision (page 19 para 1)

12) NJFDC Judge Politan stated in his March 5th 1996 Order at 18-20 that the parties could:

“revisit the issue of security at any time in the future upon the filing of appropriate papers supported by **credible documentary or testimonial evidence** (emphasis added).”

13) The District Court was not persuaded by AT&T’s allegations of fraud. AT&T never did go back to Judge Politan and detail under its tariff **credible documentary or testimonial evidence** that plaintiff’s plans were not immune, because AT&T absolutely understood the plans were pre June 17, 1994 grandfathered.

Very truly yours,
Raymond A. Grimes
CC: Client
CC: FCC

EXHIBIT A

FW8888

PITNEY, HARDIN, KIPP & SZUCH

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(DELIVERY TO) 200 CAMPUS DRIVE, FLORHAM PARK, N.J. 07932-0950

(201) 966-6300

ATTORNEYS FOR Defendant AT&T Corp.

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

COMBINED COMPANIES, INC.,
a Florida corporation,

AND

WINBACK & CONSERVE PROGRAM,
INC., ONE STOP FINANCIAL,
INC., GROUP DISCOUNTS, INC.,
800 DISCOUNTS, INC. and
New Jersey corporations,

AND

PUBLIC SERVICE ENTERPRISES
OF PENNSYLVANIA, INC.,
a Pennsylvania corporation,

Plaintiffs,

v.

AT&T CORP.,
a New York corporation,

Defendant.

CIVIL ACTION NO.
95-908 (NHP)

SECOND
SUPPLEMENTAL
CERTIFICATION OF
RICHARD R. MEADE

RICHARD R. MEADE, of full age, hereby certifies as follows:

7. In Transmittal No. 8179, AT&T had proposed clarifying its ability to prevent the CCI-PSE transfer by modifying the language of Section 2.1.8.C so that when a customer sought to transfer of:

all or substantially all of 800 numbers on an existing [AT&T plan], and the anticipated result of such a transfer would be that the usage and/or revenue from the remaining [locations] . . . would not meet the usage and/or revenue commitment of the [plan], the transfer will be deemed a transfer of the associated [plan] . . . and must be completed in accordance with this Section.

8. In connection with Transmittal No. 8179, seven entities (including Winback & Conserve, Inc., CCI and PSE) filed Petitions to Reject or Suspend and Investigate with the FCC. AT&T filed a Reply to the Petitions to Reject or Suspend and Investigate.

9. The FCC was concerned that the modified language in § 2.1.8.C would have had a broader effect than was needed to achieve AT&T's specific purpose, which was simply to clarify its existing right to prevent a location transfer intended to avoid payment of charges, and so would constitute a substantive tariff change. Transmittal No. 8179 was based on the existing tariff right to suspend the assignability of a service where the assignment is intended to avoid payment of charges. The problem identified by the Petitioners was that, as filed, the Transmittal could have prohibited a location transfer even if the transfer was not intended to avoid payment of charges.

Reject or Suspend and Investigate at 5. A copy of the PSE Petition is attached as Exhibit C.

10. I and others at AT&T had a number of discussions with the FCC concerning Transmittal No. 8179. In the course of those discussions, we explored alternative tariff language that would address more directly the problem (the separation of assets and liabilities) that gave rise to the initial filing without requiring a determination as to whether the parties to the transfer intended to avoid payment of charges.

11. In particular, we discussed an alternative approach by which AT&T's concern would be met by requiring a deposit (either in cash or by letter of credit) in the amount of the projected shortfall charge that would apply as a result of the location transfer. The FCC was receptive to this approach, but noted that it would represent a significant change from the pending filing and that it would be appropriate to make that change as a new transmittal, thereby providing interested parties with a new opportunity to state any objections. The Commission asked that AT&T withdraw Transmittal No. 8179 and submit the new approach as a new filing. Accordingly, on June 5, 1995, AT&T withdrew Transmittal No. 8179. A copy of the letter and associated tariff transmittal withdrawing Transmittal No. 8179 is attached hereto as Exhibit D.

12. I was involved in AT&T's decision to withdraw Transmittal No. 8179. I was aware of the Court's decision to refer the CCI/PSE transfer to the FCC and had read the Order. I did not understand the Court's reference of this issue to the FCC to mean

that the Court was relying on Transmittal No. 8179 to resolve the issue. Instead, it was my understanding - which I now understand was not the Court's intent - that plaintiffs were to seek direct resolution of the issue from the FCC.

13. AT&T did not withdraw Transmittal No. 8179 to frustrate resolution of the CCI-PSE issue. Nor was AT&T's decision to include the replacement revisions as part of an ongoing across-the-board tariff revision project intended in any way to frustrate this Court's Order or to prevent resolution of the matter. That decision was made (in consultation with the FCC and representatives of the reseller trade association) for reasons of economy and efficiency, not to avoid resolution of the CCI-PSE issue.

14. Over the summer, AT&T discussed the contemplated across-the-board tariff filing with representatives of a reseller trade group, the Telecommunications Reseller Association ("TRA"), which includes resellers that will be affected by and interested in this package. Revisions were made in response to the reseller input. The contemplated changes were discussed further with the FCC in August and September, and further revisions were made. All of these revisions were circulated among the many affected product management groups within AT&T for approval. The time between the withdrawal of Transmittal No. 8179 in June and the filing of Transmittal No. 9229 in October was a result of AT&T's desire to solicit and respond to input from resellers and the FCC, and the

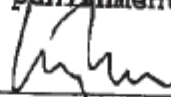
need to obtain approval from the many different product management groups affected by the changes.

15. On October 26, 1995, AT&T Corp. filed Tariff Transmittal No. 9229 with the FCC. Transmittal No. 9229 addresses the problem implicated in the CCI-PSE transfer --- the segregation of assets (locations) from liabilities (plan commitments) --- in the following manner. (Relevant pages of Transmittal No. 9229 are attached hereto as Exhibit E.) Section 2.5.8.B (Shortfall Deposits) gives AT&T the right to demand a deposit to cover shortfall charges in the event: a) the term commitment is greater than one year; b) the customer has asked to remove locations (by transfer or otherwise) such that the remaining locations would generate charges less than 80% of the revenue commitment; and c) the customer's net assets are insufficient to secure against the risk of shortfall or the customer's financial responsibility is not a matter of record. Section 2.1.8 (Transfer of Service) of Transmittal No. 9229 specifies that AT&T has the right to reject a requested transfer if either party fails to pay a required deposit.

16. The Deposit for Shortfall Charges included in Transmittal No. 9229 is a new concept that meets AT&T's business concern more directly, without addressing the question of intent. Because this concept is new, it will apply only to newly ordered term plans, and so would not be determinative of the issue presented on the CCI/PSE transfer.

(TUE) 11.28'95 13:24/ST. 13:21/NO. 3561178008 P 9

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.



RICHARD R. MEADE

DATED: November 28, 1995

EXHIBIT B

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: May 9, 1996

TARIFF F.C.C. NO. 2
18th Revised Page 20
Cancels 17th Revised Page 20
Effective: May 10, 1996

2.1.7. Limitations on the Provision of WATS (continued)

B. Restoration of Service - In the event of failure, WATS will be restored in compliance with Part 64, Subpart D, of the FCC's Rules and Regulations.

C. Hazardous Locations - An access line will not be furnished at a location the Company considers hazardous (e.g., explosive atmosphere environments). In such cases, the Company, if so requested, will terminate the access line at a mutually agreeable alternate location. The Customer will then be responsible for extension of the access line to the hazardous location.

2.1.8. Transfer or Assignment - WATS, including any associated Sx telephone numbers, may be transferred or assigned to a New Customer, .. subject to each of the following provisions:

A. The Customer of record (Current Customer) requests in writing (using a standard AT&T Transfer of Service form available from AT&T)* that AT&T transfer or assign the service to the New Customer. The standard AT&T Transfer of Service form shall not contain terms that are inconsistent with the terms of this Section, and shall not impose any obligations on the Current Customer or the New Customer other than as provided in this Section.

B. The New Customer notifies AT&T in writing (using the same Transfer of Service form signed by the Current Customer)* that it agrees to assume all obligations of the Current Customer as of the Effective Date of the transfer. These obligations include, for example: all outstanding indebtedness for the service, the unexpired portion of any applicable minimum payment period(s), the unexpired portion of any term of service and usage and/or revenue commitment(s), and any applicable shortfall or termination liability(ies). .. Sx

C. The service is not interrupted at the time the transfer or assignment Sx is made. Sx

D. The Current Customer will no longer be AT&T's Customer for the Sx service as of the Effective Date of the transfer, which will be the earlier Sx of the date on which AT&T provides to the New Customer a written acceptance Cx of the transfer or assignment, or the fifteenth day after AT&T receives a .. Cx fully executed original of the Transfer of Service form, except:

1. The transfer will not be effective if, within fifteen days after Nv AT&T receives a fully executed original of the Transfer of Service form, .. AT&T provides to the New Customer a written rejection of the requested transfer. AT&T may not unreasonably reject a transfer or assignment of service. AT&T may, for example, reject a transfer or assignment of service if the Current Customer or New Customer fails to supply the executed original(s) of the Transfer of Service form, fails to adequately identify the Current Customer or the service being transferred, asks that the transfer or assignment be made subject to conditions, or fails to furnish a deposit required in connection with the intended transfer pursuant to Section 2.5.8, following. AT&T will provide a written statement of its reason(s) for rejecting a transfer or assignment of service. .. Nv

* The requirement that the transfer or assignment be made using the standard AT&T Transfer of Service form shall apply to transfer or assignment requests made on or after July 1, 1996. Cx
Certain material previously found on this page can now be found on Page 20.1.

X Effective date of material filed under Transmittal No. 9229 is advanced to May 10, 1996 under authority of Special Permission No. 86-0468.

X Issued on not less than one day's notice under authority of Special Permission No. 86-0468.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: May 9, 1996

TARIFF F.C.C. NO. 2
1st Revised Page 20.1
Cancels Original Page 20.1
Effective: May 10, 1996

** All material on this page is reissued except as otherwise noted. **

2.1.8.D. Transfer of Assignment (continued)

2. If, within fifteen days after AT&T receives a fully executed original of the Transfer of Service form, AT&T notifies the Current Customer or New Customer in writing that a deposit is required in connection with the intended transfer pursuant to Section 2.5.6., preceding, and the requested transfer is not otherwise rejected as provided in 1., preceding, then the Effective Date of the transfer will be the date on which the deposit is furnished, provided that the requested transfer or assignment will be deemed to be withdrawn if a required deposit is not furnished within thirty (30) days after the date the deposit request is made.

E. The Current Customer remains jointly and severally liable with the New Customer for any obligations existing as of the Effective Date of the transfer, except as provided in 1., following. These obligations include, for example: all outstanding indebtedness for the service, the unexpired portion of any applicable minimum payment period(s), the unexpired portion of any term of service and usage and/or revenue commitment(s), and any applicable shortfall or termination liability.

1. If the service being transferred or assigned is subject to an AT&T term plan, flex plan, or other discount plan with revenue or volume commitments offered under this Tariff, or a Contract Tariff under which WATS is provided (a Pricing Plan), then, to the extent specified in (a) through (c) following, the Current Customer is relieved of liability for charges that may be incurred after the Effective Date of the transfer, either as a result of a failure to meet revenue or volume commitments or monitoring conditions associated with such Pricing Plan (Shortfall Charges) or as a result of the discontinuance with liability of such Pricing Plan (Termination Charges). For purposes of these provisions, a charge is incurred on the date that the events giving rise to the charge become fixed (i.e., on the last day of a commitment period or the day on which a Pricing Plan is discontinued), not on the date the charge is billed.

(a) For a Shortfall Charge incurred for a commitment period that includes the Effective Date of the transfer, the Current Customer remains jointly and severally liable with the New Customer only for a percentage of the total Shortfall Charge equal to the number of days in the commitment period prior to such Effective Date divided by the total number of days in the commitment period.

(b) For a Termination Charge incurred less than 180 days after the Effective Date of the transfer, the Former Customer remains jointly and severally liable with the New Customer only for a percentage of the total Termination Charge equal to the difference between 180 and the number of days between such Effective Date and the date on which the Termination Charge is incurred, divided by 180.

(c) For a Shortfall Charge incurred for a commitment period after the commitment period that includes the Effective Date of the transfer, or for a Termination Charge incurred at least 180 days after the Effective Date of the transfer, the Former Customer is fully relieved of liability

F. Nothing herein or elsewhere in this tariff shall give any Customer, assignee, or transferee any interest or proprietary right in any 800 Service telephone number.

Certain material on this page formerly appeared on Page 20.
Effective date of material filed under Transmittal No. 9229 is advanced to May 10, 1996 under authority of Special Permission No. 95-0468.
x Issued on not less than one day's notice under authority of Special Permission No. 95-0468.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: July 15, 1997

TARIFF F.C.C. NO. 2
12th Revised Page 28
Cancels 11th Revised Page 28
Effective: July 16, 1997

2.5. Payments and Charges (continued)

2 Different TYPES

1

2.5.8. Deposits - The following deposit provisions are applicable to WATS. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. When a deposit is required, AT&T will provide a written notification of the amount of the deposit and an explanation of the reason(s) for the deposit requirement. When a deposit is required in connection with an order for new service or an AT&T Pricing Plan, the Customer shall pay the deposit within the period specified by the Company, which shall be a minimum of ten (10) days after the date of the deposit notification, except as provided in Section 2.5.10, following, in connection with a Contract Tariff order. AT&T may defer installation activity while a deposit demand is pending. When a deposit is required in connection with existing service, the deposit shall be paid within 30 days after the date of the deposit notification. If the Customer refuses to pay a deposit required under this Section, AT&T may refuse to provide new service, or restrict or deny existing service for which the deposit is required. If as a result of a Customer's refusal to pay such a deposit, the existing service is ultimately disconnected, the Customer shall be liable for all applicable termination charges. In lieu of a cash deposit, the Company will accept as a deposit or as a portion of the deposit amount, irrevocable and commercially sound Bank Letters of Credit, Surety Bonds, pledges of assets as security under the Uniform Commercial Code or similar statutes, or Guarantees, or any combination of cash and these instruments.

A. Deposit for Recurring Charges - The Company will require a deposit from a Customer (1) who has a proven history of late payments to AT&T or (2) whose financial responsibility is not a matter of record (determined in accordance with 1., following). AT&T will hold the deposit as security for the payment of charges. The amount of this deposit will not three times the sum of the estimated average monthly usage charges and/or the monthly service charges.

1. To determine the financial responsibility of a Customer and/or the specific amount of any deposit required, AT&T will rely upon commercially reasonable factors to access and manage the risk of non-payment. These factors may include, but are not limited to, payment history for telecommunications service, the number of years in business, history of service with AT&T, bankruptcy history, current account treatment status, financial statement analysis, and commercial credit bureau rating.

2

B. Deposit For Shortfall Charges - The Company will require a deposit from a Customer that meets each of the elements specified in 1. through 3., following, to be held as a guarantee for the payment of any charge that may be incurred as a result of a failure to meet revenue or volume commitments or monitoring conditions (Shortfall Charge) under an AT&T Pricing Plan (a term plan, flex plan, or other discount plan with revenue or volume commitments offered under this Tariff, or a Contract Tariff under which WATS is provided). The amount of this deposit will not exceed the estimated Shortfall Charge, to be determined in accordance with the applicable tariff provisions under which such Shortfall Charges would be assessed, based on the total annualized charges or usage calculated as specified in the applicable category under 2., following. A deposit will not be required under this Section if the amount of the estimated Shortfall Charge is less than \$300,000. A deposit will be required when each of the three following requirements is met:

1. The Customer has subscribed to a Pricing Plan that includes a revenue or volume commitment based on charges or usage over a period of one year or longer.

2.5.6.B. Deposit for Shortfall Charges - (Continued)

2. The Customer is in one of the following categories (a) through (c). For purposes of these determinations, if any commitment under the Pricing Plan is based on charges or usage over a period of longer than one year, the commitment will be treated as an annual commitment equal to the amount of the commitment, divided by the number of months in the commitment period, multiplied by twelve.

(a) AT&T has accepted the Customer's order for service under the Pricing Plan and the Customer has identified at least one location or telephone number to be served under the Pricing Plan, but the total annualized charges or usage from all such identified locations and telephone numbers are less than 50% of the annual commitments applicable during the first year of the Pricing Plan. Such total annualized charges or usage will be twelve times the greater of (i) the past month's billed usage or (ii) the average monthly billed usage during the preceding twelve months, or if billed usage information is not available for the preceding twelve months, then during the number of preceding months for which such billed usage information is available.

(b) The Customer has been taking service under the Pricing Plan for at least six full billing months, and the total annualized charges or usage under the Pricing Plan are less than 85% of any currently applicable annual commitment under the Pricing Plan. Such total annualized charges or usage will be twelve times the greater of (i) the past month's billed charges or usage or (ii) the average monthly billed charges or usage during the preceding twelve months, or if billed usage information is not available for the preceding twelve months, then during the number of preceding months for which such billed usage information is available.

(c) The Customer has requested that AT&T remove specified locations or telephone numbers from the Pricing Plan, and the total annualized charges or usage from the locations or telephone numbers that would remain under the Pricing Plan are less than 50% (during the first six full billing months of the term of the Pricing Plan), or 85% (after the sixth full billing month of the term of the Pricing Plan), of any currently applicable commitment under the Pricing Plan. Such total annualized charges or usage will be determined using the same methodology as specified in (b), preceding.

3. The Customer's net assets (based on a review of an audited financial statement, if available, and other information available to AT&T) are less than three times the amount of its total commitments to AT&T under tariffed service arrangements, or the Customer's financial responsibility is not a matter of record (determined in accordance with A.1., preceding).

C. Interest on a Cash Deposit - Interest will be paid to a Customer for the period that a cash deposit is held by AT&T.

Plaintiffs note: Obligations remain on the former customers plan as end-user locations are removed. AT&T covered itself whether accounts were either transferred away via 2.1.8 or deleted from plan via 3.3.1.Q. This was the (Tr.9229) outcome of the AT&T Counsel Meade certification to Judge Politan as to what AT&T was going to do in the future for large traffic only transfers. Make the former customer that had to keep the customer plan commitments post deposits against shortfall. This did not affect plaintiff's CCI-PSE transfer because as normal it was a tariff change that of course was prospective.

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Certain material previously found on this page can now be found on Page 28.1.1.
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